

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARYMeeting Date: January 18, 2006Division: County AttorneyBulk Item: Yes XX No Department: County AttorneyStaff Contact Person: Bob Shillinger x3470

AGENDA ITEM WORDING: Approval of settlement agreement in *Board of County Commissioners of Monroe County v. Jack Hagopian v. Gordon Huglan d/b/a Elevators, Etc. and EMR Accessibility, Inc. and Gordon Huglan, an individual, Case No. 44-2003-CA-529-PK.*

ITEM BACKGROUND:

This action was filed to collect an unpaid code enforcement fine against Jack Hagopian. Due to errors on the part of his contractor, Hagopian sued the contractor as a Third Party Defendant in the County's suit. Court ordered mediation was held on January 6, 2006. Mediation produced the attached settlement agreement wherein Hagopian would have the elevator removed by and pay the County a sum of \$10,000.00 by February 6, 2006. His third party suit against the contractor would continue but the violation would be cured and the County would have no further involvement in the matter.

Although the fine now exceeds \$300,000, approval at the \$10,000 figure is recommended because the owner has suffered delays and other problems because of the contractor. The \$10,000.00 would more than adequately recover the staff time spent on brining this violation into compliance.

PREVIOUS RELEVANT BOCC ACTION: N/A**CONTRACT/AGREEMENT CHANGES:** N/A**STAFF RECOMMENDATIONS:** Approval.**TOTAL COST:** N/A**BUDGETED:** Yes No **COST TO COUNTY:** N/A**SOURCE OF FUNDS:** N/A**REVENUE PRODUCING:** Yes XX No **AMOUNT PER MONTH** N/A **Year** N/A**APPROVED BY:** County Atty XX OMB/Purchasing Risk Management **DIVISION DIRECTOR APPROVAL:** 
John R. Collins, County Attorney**DOCUMENTATION:** Included xx Not Required **DISPOSITION:** **AGENDA ITEM #**

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
UPPER KEYS CIVIL DIVISION

MONROE COUNTY,

Plaintiff,

Vs.

Case No.: 44-2003-CA-529-P

JACK HAGOPIAN,

Defendant/Third Party Plaintiff

Vs.

GORDON HUGLAN d/b/a ELEVATORS, ETC.
And EMR ACCESSIBILITY, INC.

And

GORDON HUGLAN, an individual,

Third Party Defendants.

Settlement Agreement of Plaintiff Monroe County's Claims

The Plaintiff Monroe County BOCC (hereinafter "the County"), the Defendant/Third Party Plaintiff Jack Hagopian (hereinafter "Hagopian"), and the Third Party Defendants Gordon Huglan d/b/a Elevators, Etc. and EMR Accessibility, Inc and Gordon Huglan (hereinafter "Huglan"), hereby enter into this settlement agreement of the Plaintiff County's claims against the Defendant Hagopian.

1. This matter was brought by the County to enforce the fine imposed by the Code Enforcement Special Master in U4-01-147 for installing an elevator without benefit of a permit.
2. In order to settle the County's claims against Hagopian and buy peace in that portion of the matter, the County agrees to accept and Hagopian agrees to pay a sum of \$10,000.00 to resolve the County's claim against Hagopian. Said payment shall be made by trust account check made payable to the BOCC of Monroe County

and shall be received by the County's Attorney's office no later than February 6, 2006.

3. This agreement is conditioned upon a) approval by the Board of County Commissioners at a public meeting as required by Florida Law; and b) demolition of the elevator by February 6, 2006 and the removal of the debris from the site in compliance with all laws and ordinances.
4. Said sum shall represent the total sum owed by Hagopian to the County as a result of the claims that were raised or could have been raised by the County in this matter, including the fine, costs, and attorney's fees.
5. By entering into this agreement, the County and Hagopian agree to release each other and absolve each other from liability from any claims that either could have raised as a result of the above-styled matter.
6. The Defendant/Third Party Plaintiff's claims against the Third Party Defendant Huglan will survive this settlement agreement and will proceed until final judgment of the Court or future agreement between those two parties.
7. In consideration of the reduction of their potential exposure from the County's claimed fine in excess of \$300,000.00, the Third Party Defendants Huglan et al release and absolve the County from any claim for costs and attorney's fees that the Third Party Defendants Huglan et al might have against the County as a result of this litigation.
8. Except as otherwise provided in this agreement, the County and Hagopian each agree to bear their own respective attorney's fees and costs.
9. Once this agreement has been executed by all of the parties and all of the conditions set forth above have been satisfied, the County shall file a notice of voluntary dismissal with prejudice.
10. After the County files its notice of voluntary dismissal with prejudice, the Court shall retain jurisdiction over the parties with respect to the County's claim against Hagopian solely to enforce compliance with this settlement agreement. This paragraph shall have no effect on the Court's jurisdiction over Hagopian's Third Party Claim against Huglan.

11. This agreement represents the total agreement between the parties and was entered into freely and voluntarily after consultation with counsel.

Attest: Danny Kolhage, Clerk

Board of County Commissioners of
Monroe County, Florida

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

_____ (date)

For the Defendant/Third Party Plaintiff

_____ (date)
Jack Hagopian

_____ (Notary Public)

For the Third Party Defendants Gordon Huglan d/b/a Elevators Etc. & EMR
Accessibility, Inc. & Gordon Huglan, individually.

_____ (date)
Gordon Huglan

_____ (Notary Public)

Donald E. Yates, Esq. Mediator

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT B. SHILLINGER, JR.
ASSISTANT COUNTY ATTORNEY

Date 1-11-06